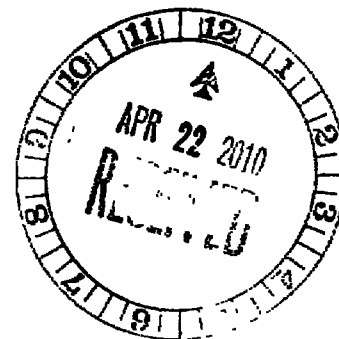




Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-9241

David A. Shelton
General Attorney



Writer's Direct Dial Number
(757) 629-2834
(757) 823-5781 (fax)
E-mail: David.Shelton@nscorp.com

April 21, 2010
EQ000003

VIA UPS

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024

RECORDATION NO. 20643-6 FILED

APR 22 '10 -4 00 PM

SURFACE TRANSPORTATION BOARD

Dear Sir or Madam:

Enclosed please find two (2) counterparts, properly executed and acknowledged, of each of the documents described below for recordation pursuant to Section 11301 of Title 49 of the U.S. Code.

These documents are: (1) a Termination of Lease Agreement, a secondary document, dated as of April 11, 2010 ("Document #1"); (2) a Release of Lien of Chattel Mortgage and Security Agreement, a secondary document, dated as of March 31, 2010 ("Document #2"); and (3) a Release of Lessor Security Agreement, a secondary document, dated as of April 11, 2010 ("Document #3"). The primary documents to which these secondary documents are connected are recorded under Recordation Nos. 20643, 20644 and 20645, respectively.¹

The names and addresses of the parties to each of the secondary documents are as follows:

¹ Please note that the information in the index under Recordation No. 20646 appears to incorrectly associate that document with the transaction that is the subject of this submission.

Chief, Section of Administration
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Document #1:

Lessor: SCL Bahn Co., Ltd.
c/o Sumitomo Mitsui Finance and Leasing Company, Limited
9-4, Nishi-Shimbashi 3-chome
Minato-ku, Tokyo 105-8464
Japan

Lessee: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

Document #2:

Mortgagee: The Norinchukin Bank, New York Branch
245 Park Avenue, 21st Floor
New York, New York 10167-0104

Document #3:

Mortgagee: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

The equipment covered by the documents is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Road Numbers (inclusive)</u>
17	General Electric Dash 9-40CW Locomotives	C-C	9089-9105

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Page 3

A check in the amount of \$123.00 is enclosed to cover the recordation fee of \$41.00 for each of the documents pursuant to 49 CFR § 1002.2(f)(83). Please return any counterparts/copies not needed by the Board for recordation to me at the above address.

Short summaries of each of the documents to appear in the index follow:

Document #1:

Termination of Lease Agreement dated as of April 11, 2010, to terminate the Lease Agreement with Recordation No. 20643 dated as of April 10, 1997, covering 17 General Electric Dash 9-40CW diesel-electric locomotives numbered 9089-9105, inclusive.

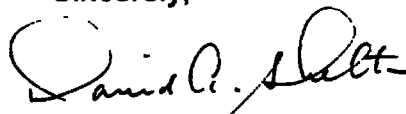
Document #2:

Release of Lien of Chattel Mortgage and Security Agreement dated as of March 31, 2010, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 20644 dated as of April 10, 1997, covering 17 General Electric Dash 9-40CW diesel-electric locomotives numbered 9089-9105, inclusive.

Document #3:

Release of Lessor Security Agreement dated as of April 11, 2010, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 20645 dated as of April 10, 1997, covering 17 General Electric Dash 9-40CW diesel-electric locomotives numbered 9089-9105, inclusive.

Sincerely,



David A. Shelton

Enclosures

APR 22 '10 -4 00 PM

TERMINATION OF LEASE AGREEMENT

JUNIOR TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SCL Bahn Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of April 10, 1997 (as supplemented by the lease supplement dated as of April 30, 1997) (the "Agreement"), hereby certify that the Agreement has been terminated pursuant to Sections 3 and 19 thereof, to wit: the Lease Expiry Date (as defined in the Agreement) has occurred, the Railroad has exercised its right to purchase the Items of Equipment (as defined in the Agreement), and the Lessor has delivered to the Railroad a bill of sale with respect to the Items of Equipment.

This instrument may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Railroad and the Lessor, pursuant to Section 3 of the Agreement, hereby declare the Agreement to be terminated and consent that the same be discharged of record.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives duly authorized in that behalf on this 11th day of April, 2010.

NORFOLK SOUTHERN RAILWAY COMPANY

By: Name: Marta R. StewartTitle: Vice President and Treasurer

SCL BAHN CO., LTD.

By: _____

Name: _____

Title: _____

TERMINATION OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SCL Bahn Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of April 10, 1997 (as supplemented by the lease supplement dated as of April 30, 1997) (the "Agreement"), hereby certify that the Agreement has been terminated pursuant to Sections 3 and 19 thereof, to wit: the Lease Expiry Date (as defined in the Agreement) has occurred, the Railroad has exercised its right to purchase the Items of Equipment (as defined in the Agreement), and the Lessor has delivered to the Railroad a bill of sale with respect to the Items of Equipment.

This instrument may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Railroad and the Lessor, pursuant to Section 3 of the Agreement, hereby declare the Agreement to be terminated and consent that the same be discharged of record.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives duly authorized in that behalf on this 11 day of April, 2010.

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Name: _____

Title: _____

SCL BAHN CO., LTD.

By: 

Name: Masaharu Matsumoto

Title: Director

